



## **MAINTENANCE AND SUPPORT AGREEMENT**

**AGENCY:** San Francisco Police Department  
425 7th Street  
San Francisco, CA 94103

**Term Effective** Start: 7/1/15 End: 6/30/17

**PAYMENT TERMS:** NET 30

**CAL-PHOTO ANNUAL MAINTENANCE COSTS:** **\$5,250.00** per year

**24X7 DIGITAL PHOTOMANAGER AND CRIMESCENE SOFTWARE AND HARDWARE SUPPORT:**  
**AMOUNT FOR TWO YEAR TERM: \$286,830.41**

- 24X7 Telephone Support: 2 Hour Response
- Remote Dial-in Analysis
- Free Remote SOFTWARE Updates During Normal Business Hours
- Overnight Shipping for Defective HARDWARE with Remote Installation Assistance
- Free yearly account call review upon request

**Price Breakdown:**

Y1: 7/1/2015 – 6/30/2016: \$142,770.16  
Y2: 7/1/2016 – 6/30/2017: \$144,060.25

**The following items are 3<sup>rd</sup> party software and are not covered by DataWorks Plus:**

One (1) Animetrics Pose Correction Client  
Three (3) Amped Video Forensics Software – Amped Five  
One (1) Amped Video Forensics Software – Amped Authenticate

**Covered Hardware/Software listed below located at: SO / Main Jail - 425 7th Hardware:**

One (1) Dell PowerEdge R720 Rack Server

**SFPD Hardware/Software listed below:**

**Digital PhotoManager Hardware:**

Two (2) PM Servers: One Primary/One Backup

- 3 GHZ HP Proliant DL360 G5, dual core Xeon processor

One Fargo DTC 4500 Dual Sided Printer w/ Laminate and Network Card; Photo Lab

**Server Software:**

One (1) Digital PhotoManager™ SQL Server Edition  
One (1) PhotoManager Application Server - dwpsan2k10110  
One (1) PhotoManager Warm Standby Application Server  
One (1) Digital PhotoManager™ WebWorks PDA™ License for 25 Concurrent Users  
One (1) WebWorks Server Application Software Package  
One (1) WebWorks Plus: Five (5) Concurrent Line-up  
One (1) WebWorks Express: Fifty (50) Concurrent Image Retrieve Licenses  
One (1) PhotoManager Armband Software Package for Web users



**Client Software:**

Four (4) PhotoManager Capture Licenses  
One (1) XML Interface which sends thumbnails and full images  
One (1) Cal-Photo Interface which allows uploads to Cal-Photo  
One (1) BadgeWorks Thick Client Edition Software Package  
One (1) Interface to Cogent ABIS (Livescans Photo system)

**Digital CrimeScene Hardware:**

Two (2) Digital CrimeScene Servers:

- PowerEdge R720 Rack Version 3.5" Chassis with up to 8 Hard Drives
  - ➤ Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz
  - ➤ 32GB UDIMM, 1333 MHz, Low Volt, Dual Rank, x8
  - ➤ PERC H710 Integrated RAID Controller, 512MB NV Cache
  - ➤ Broadcom 5720 QP 1Gb Network Daughter Card
  - ➤ 2x NEMA 5-15P-C13 Wall Plug, 125V, 15A, 10 Ft. Power Cords for Redundant PSUs
  - ➤ Dual, Hot-plug, Redundant Power Supply (1+1), 750W
  - ➤ Microsoft Windows Server 2012 with 5 CAL
  - ➤ (6) 4.0 TB SATA Raid 5 (20.0 TB total storage)
  - ➤ (2) 500 GB SATA Raid 1 (for mirrored os)
  - ➤ Ready Rails w/ cable management arm
  - ➤ DVD ROM DRIVE

Three (3) Digital CrimeScene Input Stations

- Dell Precision™ Workstation T3610
- Intel® Xeon® Processor E5-1607 v2 (Quad Core, 3.0GHz, 10MB
- 4GB (2x2GB) 1600MHz DDR3 Non-ECC
- Entry Level Quietkey Keyboard, PS/2, (No Hot Keys)
- 512MB NVIDIA® Quadro® NVS 310 (2DP) (2DP-DVI adapter
- 500 GB SATA IDE
- Dell 22 Monitor - P2214H
- Microsoft® Windows 7 Professional
- Dell Mouse and Keyboard
- 16XDVD+/-RW and 8XDVD,SATA

Two (2) PowerVault MD 3200 External Storage Array (12 Total Drive Bays)

- PowerVault MD3200, 6G SAS, 2U- 12 drive, Single 2G Cache Controller
  - ➤ 6Gb SAS HBA, Dual Port
  - ➤ Versa-Rails, Round Hole - Universal for 3rd Party Racks
  - ➤ SAS cable, 1 meter, connects MD 3200 to HBA
  - ➤ ReadyRails II Static Rails for 4-Post Racks
  - ➤ 2x Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter
  - ➤ (12) 4.0 TB 7.2K RPM Near-Line SAS 6Gbps 3.5in Hot-plug Hard Drive

**Digital CrimeScene Software:**

Digital CrimeScene SQL Server Edition

Digital CrimeScene KIOSK Enterprise Edition Software

Six (6) Digital CrimeScene Input Licenses (Including machine DWCASFCS604 – employee capture ONLY) –  
Three (3) with Flexview  
CrimeWorks Client Edition for 150 Concurrent Users

DataWorks Plus, LLC  
728 N. Pleasantburg Drive  
Greenville, SC 29607



866-632-2780 (Toll-Free)  
864.672.2780 (P)  
864.672.2787 (F)

FUJI PIC Interface  
Microsoft 2012 Server with 5 CAL  
Microsoft SQL Server 2012 Standard Edition (DataWorks Plus products only)  
Digital CrimeScene SQL Server Replication Edition  
Digital CrimeScene™ Client Edition – Located on Medical Examiner, CSI and Photo Lab Stations  
Adobe CS2 – Located on Photo Lab Station

**Facial Recognition Hardware (Coverage start TBD in 2016):**

One (1) Facial Recognition Server (Dell PowerEdge R630)  
Four (4) Dell Precision T5810 Workstations

**Facial Recognition Software (Coverage start TBD in 2016):**

Two (2) Amped Video Forensics Software  
Face Plus Server Edition  
Face Plus Watch List  
Face Plus Email integration for Mobile Clients  
One (1) 1 Case Management Client (use existing pose correction)  
Two (2) 2 Case Management Clients with Pose Correction



## **1. REPORTING A PROBLEM TO DATAWORKS PLUS:**

- 1.1 The **Agency** can contact Technical Support using either of the following options:
  - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
  - Email: [support@dataworksplus.com](mailto:support@dataworksplus.com)
  - Customers can also generate web-based support tickets by visiting:  
[www.dataworksplus.com/support](http://www.dataworksplus.com/support).
- 1.2 The **Agency** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Agency** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

## **2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)**

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Agency** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
  - DATAWORKS PLUS will contact the **Agency** upon closure of the ticket.
  - DATAWORKS PLUS will, at no additional expense to the **Agency**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Agency**.

## **3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:**

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all enhancements, additions and updates to the SOFTWARE. The **Agency** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
  - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Agency's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

## **4. Agency'S RESPONSIBILITIES:**

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The **Agency** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Agency** requires assistance, DATAWORKS PLUS will assist the



**Agency** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the **Agency** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Agency**.
- 4.3 The **Agency** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Agency** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

**5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)**

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Agency**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the **Agency** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 5.6 DATAWORKS PLUS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

**6. CONNECTIVITY:**



- 6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Agency**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

## **7. ADDITIONAL TRAINING:**

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Agency**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

## **8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:**

- 8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

### **BILLABLE RATES**

#### **(Outside the scope of a current Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

## **9. CONTRACT CANCELLATION:**

- 9.1 The **Agency** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **Agency** at a pro-rated amount.

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Greenville, SC 29607



866-632-2780 (Toll-Free)  
864.672.2780 (P)  
864.672.2787 (F)

*\*\*See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.*

If your Agency requires the CJIS security addendum documentation for our support staff, please contact Jessica Mensing and this will be sent at the earliest.

DATAWORKS PLUS

***Agency***

Federal ID: 57-1104887

Name: Jessica Mensing

Name: \_\_\_\_\_

*Jessica Mensing*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: June 24, 2015

Date: \_\_\_\_\_

Invoice: TBD

PO#: \_\_\_\_\_



## **ADDENDUM A**

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

- 1.** Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
  - 2.** Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
  - 3.** Provide VPN access to the new system and the old system simultaneously until the move is complete;
  - 4.** Provide access to system backups and logs.
  - 5.** DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
    - Previous machine name and IP
    - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.





## **ADDENDUM B- REFERENCE ONLY**

### **DATAWORKS PLUS Non-Customer Time and Materials Information Sheet**

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

#### **BILLABLE RATES (Without a Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_